

**COMMONWEALTH OF MASSACHUSETTS**

**TOWN OF NORTON**

Cable Television Renewal License

December 24, 1997

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF NORTON

CABLE TELEVISION RENEWAL LICENSE

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## ARTICLE 1

### DEFINITIONS

#### Section 1.1

For the purpose of this License, the following words, terms phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Affiliate or Affiliated Person: Any person or entity who or which directly or indirectly controls Licensee; any person which Licensee directly or indirectly controls and any person directly or indirectly under common control with Licensee; provided, however, that this definition shall not be deemed to apply to any programming or publishing service provided by an Affiliate, carried in the normal course of business.

Cable Communications Policy Act of 1984 ("CCPA" or "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat. 56 (1996).

Cable Service: The one-way transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the selection or use of such video programming or other

programming service subject to further definition if any by the F.C.C. or by any other entity with jurisdiction.

Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the Town.

Commission: The Massachusetts Community Antenna Television Commission or successor agency, if any.

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

Educational Access: Any channel which has been allocated for use by educational organizations and institutions in the Town of Norton, and the use thereof, in accordance with and subject to 47 U.S.C. 531 and the terms hereof.

FCC: The Federal Communications Commission, or any successor agency.

Government Access: Any channel which has been allocated for use by the Town of Norton, the Issuing Authority or their designee(s), and the use thereof, in accordance with and subject to 47 U.S.C. 531 and the terms hereof.

Gross Annual Revenues: Compensation, in whatever form, exchange or otherwise, received by Licensee which is derived from all revenues for the provision of cable service on the Cable System within the Town of Norton, defined as installation revenues (including, among other things, reconnection and second set), equipment charges, advertising revenues, leased access revenues, home shopping revenues and any other revenues from the operation of the cable television system in the Town of Norton; provided, however, that gross annual revenues shall not include (1) any fees (according to applicable law) or taxes



on services furnished by the Licensee which are imposed upon any subscriber or user (as opposed to Licensee) by the State, Town of Norton or other governmental unit and collected by the Licensee on behalf of said governmental unit; (2) to the extent consistent with generally accepted accounting principles, adjustments to cash receipts and non-operating cash receipts for bad debts, refunds, credit adjustments, reimbursements from Affiliates or vendors, returned checks and asset sales when such sales do not occur in the ordinary course of business; and (3) revenues of any Affiliate from the sale of merchandise (not including subscriber equipment).

Issuing Authority: The Board of Selectmen of the Town of Norton, Massachusetts.

Leased Channel: Any channel available for lease for programming by persons other than Licensee in accordance with 47 U.S.C. 532.

Licensee: CoxCom, Inc., or any successor or transferee in accordance with the terms and conditions in this License.

Other Programming Service: Information that a cable operator makes available to all subscribers generally.

Pay Cable or Premium Cable Services: Programming delivered for a fee or charge to subscribers on a per-channel basis or as a package of services, in addition to the charge or fee to subscribers for basic service and for any such other tier as may be required pursuant to applicable law.

Public access: The right or ability of any resident of Norton or organizations serving Norton residents to use designated facilities, equipment and/or channels of the Cable Television System in accordance with 47 U.S.C.

531 and the terms hereof.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, waterways, bulkheads, piers, dedicated public utility easements or any other easements or rights of way dedicated for compatible uses within or belonging to the Town now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town, or that the Licensee shall gain rights to use property in the Town without applicable legally required permits, if any, or without otherwise complying with generally applicable laws governing use of the Public Ways.

Town: The Town of Norton.

Upstream Channel: A channel over which signals travel over the cable system to the headend from remote points of origination.

## ARTICLE 2

### GRANT AND TERM OF LICENSE

#### Section 2.1 GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Act, and subject to applicable law and the terms and conditions set forth herein, the Board of Selectmen as the Issuing Authority of the Town, hereby grants a non-exclusive cable television license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the corporate limits of the Town of Norton.

#### Section 2.2 RIGHTS AND PRIVILEGES OF LICENSEE

Subject to the terms and conditions herein and subject to applicable law, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the Public Ways of the Town of Norton within its municipal boundaries and subsequent additions thereto for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services subject to and in accordance with all applicable laws.

#### Section 2.3 APPLICABLE LAW

This License is granted under and in compliance with applicable laws, including Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance with all applicable federal law, including, but not limited to, all rules of the Federal Communications Commission ("FCC"), as amended, and all other municipal, state and federal laws, rules and regulations in force and effect during the period for which this License is granted. This License is subject to all rules and regulations of the Massachusetts Community Antenna Television Commission. Any reference herein to federal, state and municipal law, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the license term.

#### Section 2.4 TERM OF RENEWAL LICENSE

This License shall become effective upon December 24, 1997 and shall expire at 12:00 p.m. midnight on December 23, 2007.

#### Section 2.5 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

- a. To the extent required by M.G.L. c. 166A, sec. 7, and the regulations of the Commission promulgated thereunder, this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application therefor as provided by the Commission and on forms prescribed by the Commission. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

- b. Any reasonable administrative costs, up to \$1,500.00, including legal and consulting fees, incurred by the Issuing Authority in connection with the review of such application shall be reimbursed by the Licensee, or transferee.

Section 2.6           NON-EXCLUSIVITY OF GRANT

- a. This License shall not affect the right of the Issuing Authority to grant to any other person, company or other entity a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the Town of

Norton; or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatsoever.

- b. In the event the Issuing Authority issues any subsequent or additional cable television license, such license shall be on terms which, when taken as a whole, impose substantially equivalent burdens and benefits on said subsequent licensee in comparison to the burdens and benefits imposed on the Licensee of this Renewal License including but not limited to terms for (a) the payment of any franchise fees, (b) any payment for the support of PEG programming, (c) grants for facilities or equipment for PEG programming, (d) the provision of PEG and I-Net

channel capacity, (e) the provision of service and service connections to schools and public buildings beyond what is required by law, (f) construction, operation, maintenance and repair of an I-Net, (g) maintenance of an office in Norton, (h) customer service standards beyond what is required by law, (i) bonds and insurance, (j) liquidated damages (k) term of license and (l) service area. The Town, upon written request of the Licensee, after providing public notice, shall hold a public hearing to afford Licensee the opportunity to demonstrate the disparate nature of the burdens and benefits of the additional license(s) and, following said hearing, the Town and Licensee shall, if said differences are found, equitably amend this Renewal License, subject to applicable amendment regulations, so that when the terms and burdens of the Renewal License, when taken as a whole are substantially equivalent to those of any additional license with respect to the relative burdens and benefits. Such assessment of whether the burdens are disparate may include without limitation the financial nature and aspects of the burdens taken as a whole and Licensee shall provide such financial information as needed for such assessment. This subsection (b) shall be subject to specific performance.

(c) In the event any multichannel provider offers video programming services directly to subscribers by any means in the

franchise area, then to the extent such multichannel programming competitor operates under conditions which when taken as a whole are more favorable and less burdensome than those to which Licensee is subject with the foregoing specifically including consideration of whether such multichannel programming competitor is not currently or is not required to (a) pay for any franchise fee, (b) pay for the support of public, educational or government access programming, (c) make grants for public, educational or governmental access facilities or equipment, (d) the provision of PEG and I-Net channel capacity, (e) provide drops and service to schools and public buildings beyond what is required by law, (f) construct, maintain, operate, maintain or repair an I-Net (g) maintain an office in Norton, or (h) comply with customer service standards imposed by this License in excess of those customer service standards applicable to Licensee by operation of state or federal law, (i) provide for bonds and insurance, (j) provide liquidated damages and (j) the term of license and (k) service area, the Issuing Authority, upon written request of the Licensee citing this provision and requesting relief sought, after providing public notice, shall hold a public hearing at which it will consider the reasonableness of Licensee's request for relief from complying with the above mentioned requirements and afford Licensee the opportunity to demonstrate the disparate burdens and

inequities on Licensee of having to comply with said requirements and the economic injury which has occurred or is likely to occur therefrom. Within 30 days of said hearing, the Issuing Authority shall issue a statement including its findings with regard to Licensee's claims. In the absence of any applicable federal law that occupies the field specifically aimed at equalizing competition or otherwise creating a "level playing-field" between municipally licensed and non-licensed multichannel programming providers, if the Issuing Authority finds the conditions that License demonstrates in the hearing give rise to a substantial and material competitive disadvantage for the Licensee, the Issuing Authority shall rectify said differences by modifying the License in such a manner as to relieve the Licensee of or modify the burdens which are not imposed on or provided by the Licensee's competitor's or by imposing similar requirements on the multichannel programming provider. If the Issuing Authority does not find that the conditions described by Licensee give rise to a substantial and material competitive disadvantage and current or imminent material economic injury for the Licensee, the Issuing Authority shall have no further obligations to modify this Renewal License. This section (c) shall not apply to levels of competition already provided as of the effective date hereof. Licensee shall provide the Issuing Authority such financial



information as needed for assessment of the issues to be considered hereunder. This section is subject to specific performance.

#### Section 2.7 POLICE AND REGULATORY POWERS

By executing this License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances and by-laws necessary to the safety and welfare of the public and of general applicability and not specific to this License or specific to cable operators only. Licensee shall comply with all applicable laws and ordinances enacted by the Town pursuant to any such powers.

#### Section 2.8 REMOVAL OR ABANDONMENT

Upon termination of this License by passage of time after the expiration hereof or other lawful termination, and unless Licensee renews its License for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all

other appurtenances from the public ways and places and shall restore all areas to their original condition except that such facilities shall not be removed if pursuant to Section 2.9 below the system may be transferred in accordance with the terms of 47 U.S.C. 547. If 47 U.S.C. 547 is not applicable and such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

#### Section 2.9 PROCEEDINGS UPON EXPIRATION OR REVOCATION

In the event that this License is revoked, and all appeals have been exhausted, or that it expires, and that the Issuing Authority determines not to renew this License and all appeals have been exhausted, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the Cable Act by transferring the cable system to Norton or a subsequent licensee in accordance with 47 U.S.C. 547.

## ARTICLE 3

### SYSTEM DESIGN, CONSTRUCTION AND OPERATION

#### Section 3.1 RESIDENTIAL CABLE SYSTEM

- a. Until the completion of the rebuild under subparagraph (b), Licensee shall maintain the existing residential cable communications system capable of two-way interaction available to all subscribers that will provide at least 400 MHz of bandwidth (the equivalent of 62 television video channels). The Licensee shall also maintain a plant with a technical capacity for four reverse transmission channels with digital, audio, and video return capability. Until the completion of the rebuild under subparagraph (b) below, Licensee will maintain the existing Institutional Network with 110 mhz in the reverse (upstream) direction and 300 mhz in the forward (downstream) direction.
- b. Within thirty-six months of the effective date of this License, Licensee shall provide a residential cable communications system, providing not less than 750 MHz of bandwidth available to all subscribers with two-way capability subject to Section 3.2. Upon such system completion, Licensee shall certify same in writing to the Issuing Authority. Forty-five (45) days prior to system activation the Licensee shall provide the Issuing

Authority with the planned channel line up of the new system to the extent the Licensee has actual knowledge of said channel line up. This information will be provided for informational purposes only and is subject to change at Licensee's discretion pursuant to applicable law. Said 750 Mhz system shall have the capacity to carry not less than seventy-eight (78) video channels within the first 550 Mhz of the system. Although the decision to deploy cable modems over the subscriber network is a business decision within the discretion of Licensee, said cable system shall be rebuilt or upgraded to be technologically capable of cable modem deployment over the cable channels.

- c. Timely completion of the upgrade to 750 MHz is subject to extension by reason of force majeure, and is contingent upon the receipt of timely approvals of permits, easements and all other prerequisites to construction by the Town governmental agencies, public utilities, property owners and vendors and other authorities provided such permits are pursued diligently and as expeditiously as possible by the Licensee. The Town will give the Licensee its reasonable cooperation in securing all permits, access rights, sub-headend or microwave link sites and other prerequisites to construction of the upgraded system.
- d. The Licensee will submit to the Town prior to commencing construction a written explanation of the construction activity

for the system, and make available for inspection an electronics map showing the location of hub sites or nodes which will receive signals via fiber optic or other similar technology. This plan will be available for inspection and for review only and will not be subject to the approval of the Issuing Authority except to the extent that Town permits are otherwise required. Every one hundred (120) days during the upgrade construction, the Licensee shall, if requested in writing by the Issuing Authority, submit to the Issuing Authority a report on the progress of the upgrade, including the locations of new plant construction and timetable for future construction. Such reports shall, if requested by the Issuing Authority in writing, subject to availability at the time of submission, include without limitation lists of any new pole attachment permits, duct and right-of-way agreements, and governmental permits.

- e. Headend and Hub: All signals will be received and/or generated at a headend initially located in Johnston, R.I. with such additional sub-headends or nodes in the Town as the Licensee considers appropriate, except that PEG access origination points shall not be included within the foregoing. Headend and other reception facilities will be equipped with all equipment necessary to receive, process, and deliver all signals carried on the system and to meet all applicable F.C.C. signal quality

standards. Licensee may relocate its headend or hub facilities, and following such relocation Licensee shall meet the applicable F.C.C. signal quality standards.

- f. Within twelve months from the effective date hereof Licensee shall replace the microwave feed from Johnston, R.I. to Norton with fiber or similar technology. If Licensee has not completed the removal of the microwave within twelve months of the execution of this Renewal License, it shall be subject to liquidated damages pursuant to Section 7.4.
- g. The rebuild to 750 mhz pursuant to Section 3.1(b) above will result initially in hybrid fiber and coaxial facilities with at least a fiber backbone facility with fiber to the nodes or deployment of similar facilities.

### Section 3.2 Service Area

(a) The service area, which shall not be reduced by the Licensee, consists of the entire area within the geographic boundaries of the Town of Norton with service available to all residences on Public Ways subject to the provisions of this Section.

(b) On streets with fewer than twenty-four homes (not subscribers) per street mile, or fractional proportion thereof, which are not wired for cable, if any, the cable operator and subscribers shall contribute to the cost of extending the system to such street in accordance with the following cost calculation: The cost of wiring each such area shall be calculated by taking the actual cost of extending service to that area minus the average cost of extending service divided by the number of Subscribers in the area. For calculations under this section, the average cost of extending service shall be the average cost of extending service to an area with twenty-four (24) homes per mile, or fractional proportion thereof, of cable plant or fractional proportion thereof. The resulting cost shall equal the per subscriber contribution for the line extension. The measurement for line extensions will begin from the nearest point of existing feeder cable.

(c) Any potential subscriber located in an area of the Town without cable television service may request such service from Licensee. In an area with fewer than 24 homes per mile or fractional proportion thereof and subject to subsection 3.2(b), Licensee shall conduct a survey to determine the number of homes in the unserved area and shall inform each potential subscriber of the contribution in aid of construction that would be charged.

Following receipt of this information, if any subscriber(s) request cable television service and agree to pay the contribution in aid described above, then Licensee shall provide cable television service to such subscriber(s) within 90 days of the subscriber(s) request unless Licensee is prevented from doing so due to weather conditions or by other reason of force majeure. Said 90-day period shall commence when the Subscriber pays Licensee at least one quarter of the per-Subscriber contribution in aid of construction. The balance shall be payable in three subsequent payments over the next three billing periods. During the three (3) year period commencing with the completion of a line extension pursuant to this subsection, a pro-rata refund shall be paid to subscribers who made a contribution in aid of construction as new subscribers are added to the line extension; provided however that Licensee need only make reasonable efforts to locate such subscribers. The amount of the refund shall be determined by application of the line extension formula above, reducing the per capita contribution in aid of construction each time a new subscriber is added. Any refunds due shall be paid annually to subscribers entitled to receive such a refund.

### Section 3.3        CONSTRUCTION MAPS



The Licensee shall make available to the Town for inspection at Licensee's office accurate maps of all existing and proposed trunk and feeder installations within twenty-four (24) hours of a request by the Town, except that in the case of a bona fide emergency request involving health or safety matters, Licensee shall exercise best efforts to provide such maps at the time of the Town's request.

Section 3.4        SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

- (a) The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the Service Area in the Town regardless of the type of dwelling, or its geographical location, subject to 3.2 above. Installation costs shall be non-discriminatory except that an additional charge for time and materials may be made for customized installation or except when Licensee is engaged in marketing promotions. Any dwelling unit within 175 feet of the cable plant for an aerial drop, or 175 feet for an underground drop, shall be entitled to a standard installation rate, and shall be entitled to a standard installation rate, and shall be installed within seven (7) business days of a request for same, weather permitting and assuming necessary easements and authorizations have been granted, however, Licensee may reasonably charge subscribers for

non-standard and customized installations. Non-standard and customized installations include underground installations involving a hard surface such as asphalt or concrete, boring or drops that exceed 175 feet. For all non-standard and customized installations Licensee may charge the subscriber the difference between the cost of a standard and non-standard or customized installation. Further, Licensee shall maintain a rate policy statement pertaining to such non-standard installations showing the basis for calculating the charges for same.

- (b) Licensee shall provide Cable Service to any subscriber in a newly constructed subdivision in the Town meeting the density requirement of twenty-four homes per mile, or fractional proportion thereof, within 90 days of receipt of a request to serve a subscriber in such subdivision, except that if the subdivision is already fully wired and known by Licensee to be serviceable, service shall be provided in accordance with regular installation timetables. Upon sixty (60) days advance notice, Licensee will use best efforts to lay its cables within subdivisions if and when the applicable conduits or ground are open, weather permitting, if applicable easements and authorizations have been provided, so long as there are no fees charged by the developer. Licensee will exercise reasonable efforts to periodically check with the Planning Board.

### Section 3.5 INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate, maintain and repair its existing Institutional Network ("I-Net") to be utilized by the Town and Licensee for non-commercial video transmission purposes among the public buildings designated in Schedule 3.6 and to deliver video programming to the subscriber network.

Licensee shall maintain the I-Net to meet FCC Technical Standards, 47 C.F.R. Part 76, Subpart K. Licensee shall make repairs to the I-Net within a reasonable time after notice of a repair need. The Licensee shall provide I-Net drops to the public buildings and/or institutions designated by the Issuing Authority in Exhibit 3.6.

(b) Ninety (90) days prior to completion of the I-Net retrofit, upgrade, or modification pursuant to subsection (c), Licensee and the Issuing Authority or its designee(s) shall meet to discuss anticipated use of the I-Net subject to the conditions of this Section 3.5.

(c) Within eighteen (18) months of the execution date of this Renewal License, Licensee shall retrofit, modify, upgrade or rebuild the I-Net as necessary so that the I-Net shall be capable of transmitting, between public buildings and other institutions on the I-Net, among other things: electronic mail, data, interactive teaching and internet access in accordance with the

terms herein. Licensee shall have no obligation to provide necessary end user equipment. Licensee's obligations with respect to the I-Net are limited to (1) providing channel capacity on the I-Net for use by the Town or its designees; (2) maintaining the I-Net and (3) switching and directing transmissions by the Town or its designees as may be required.

(d) Upon completion of any such retrofit, modification, upgrade or rebuild, Licensee shall provide the Town with six (6) Upstream Channels and six (6) Downstream Channels on the I-Net for use by the Town or its designees for the purposes described in this Section 3.5. Upon demonstrated need and ninety (90) days advance written request of the Issuing Authority, the Licensee shall provide the Town with three (3) additional upstream and three (3) additional downstream channels on the I-Net.

(e) Upon completion of any such retrofit, modification, upgrade or rebuild, the Town may utilize the I-Net for non-commercial video and data transmission purposes among public buildings on the I-Net. In the event Licensee incurs increased maintenance costs above routine maintenance costs resulting from the Town's use of the I-Net for data transmission purposes, the Licensee may charge the Town for such increased maintenance costs. In determining Licensee's increased maintenance costs associated with the Town's use of the I-Net, Licensee shall equitably

allocate its maintenance costs based on its records of all I-Net maintenance costs for the preceding twelve (12) months. In the event Licensee charges the Town or its designees for the use of the I-Net, it shall provide an explanation and reasonable itemization of the increase in costs which result in the charges to the Town and/or its designees. In the event that the Town seeks third-party vendors to manage its use of the I-Net, the Town shall give the Licensee the option of providing such management services, provided that such services are offered to the Town by Licensee at a competitive rate in compliance with applicable laws.

(f) The Town and/or its designee(s) shall only use the I-Net for municipal and/or educational purposes, data transmission and/or other non-commercial purposes and not for sale or lease or for non-municipal uses. Except with the written permission of the Licensee, the I-Net may not be used to transmit or receive any communication (in whatever form, whether video, audio, data, voice or otherwise) destined to or originating from any switched network, including, but not limited to, the facilities of any local or long distance telephone company, or any such switched network communication for which the Licensee offers and can provide the Town transmission service; provided, however, that the requirement in this Section 3.5(f) of obtaining written

permission to use the I-Net to connect to a switched network shall not apply to non-commercial, educational video and/or data services received by the Public Schools, unless the Licensee offers and can provide the same or better such non-commercial, educational video and/or data services to the schools at the same or a lesser rate in compliance with applicable law. Licensee shall respond to such a request for permission within thirty (30) days of a written certified mail request for same addressed to Regional General Manager, currently at 9 JP Murphy Highway, West Warwick, RI 02893. If no response has been received, permission shall be deemed to have been granted. In the event that the Licensee offers and can provide such services at such rates, but the schools decline the Licensee's services, the Licensee may charge the schools for maintenance costs associated with the schools' use of the I-Net in accordance with Section 3.5(e) above. Nothing in this Section 3.5(f) shall require the Town to subscribe to or purchase any service which the Licensee may lawfully become in the business of providing. Annually, the Issuing Authority or its designees shall provide the Licensee with a written description of its uses of the I-Net.

(g) The I-Net shall be interconnected with the Subscriber Network at the Headend or other location. The location of such interconnection to the subscriber network shall be at the

discretion of the Licensee. All remote I-Net transmissions shall be sent on an Upstream Channel to the Headend, or other location.

(h) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License. It shall not be responsible for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net.

(i) The Town and its designated I-Net users shall be solely responsible for any and all end user interface equipment owned by the Town and its designees including but not limited to, modems, routers, bridges, modulators, demodulators and associated computer and video production equipment. The Town may install its preferred equipment, provided, however, the data equipment to be used has been pre-approved by Licensee in advance of connection to the I-Net. Pre-purchase approval is recommended.

(j) Licensee shall determine and assign the transmit and receive frequencies for all I-Net users with reasonable consultation with users.

(k) The Issuing Authority shall designate an experienced data communications professional (i.e. MIS/LAN manager, network engineer, etc.) to be responsible and accountable to the Town for all set-up and ongoing operation of the Town's use of the I-Net.

(l) Any user who causes interference or renders the I-Net ineffective or who Licensee determines is using the I-Net in a manner that is inconsistent with the terms of this Renewal License shall be notified and disconnected by Licensee until such time as the user remedies the problem or discontinues the inappropriate use. If Licensee notifies and disconnects any user repeatedly, Licensee may prohibit that user from accessing the I-Net.

(m) The Town shall hold the Licensee harmless under this Renewal License from any and all claims, actions and/or proceedings arising out of the actions of the Town, its designees or departments in transmitting, conveying or otherwise carrying, or failing to transmit, convey or otherwise carry, any and all data transmissions originated and/or generated by the Town on the I-Net or PEG Access channels made available to, and used by, the Town and/or its designee(s). The Town shall, without charge to the Licensee, defend any such claim, action or proceeding.

(n) Licensee shall hold all right, title and interest in the physical property of the I-Net, but shall provide the Town with channel capacity on the I-Net subject to the terms of this Renewal License.

#### Section 3.6 SERVICE TO PUBLIC BUILDINGS AND SCHOOLS



Licensee shall provide, free of charge, a standard drop and an activated outlet of standard service, or the level of service which includes Cable in the Classroom programming as long as Licensee receives Cable in the Classroom programming under agreements or pursuant to terms similar to those which are currently in place, excluding premium channels, and an I-Net drops and standard outlet, and certain origination points, to public buildings as designated in Schedule 3.6 attached hereto. Subsequent to the completion of the upgrade and continuing throughout the balance of the term of the License, upon written request of the Issuing Authority, Licensee shall wire up to five (5) additional classrooms or other school rooms per year for cable service provided that the Issuing Authority finds that there is a demonstrated need in the room(s) under consideration. With respect to school drops, Licensee shall exercise reasonable efforts to connect its residential and I-Net drop to any school's control room (wiring closet) if the school has its own network or internal wiring so long as the cost of such drop is not greater than the cost of wiring four additional classrooms in that building. In addition, Licensee will provide cable and equipment necessary for classroom wiring, for wiring in addition to the classroom wiring provided for above, to the Town at cost for the Town to install in public buildings and schools subject to

Licensee's technical standards. In addition, upon completion of the rebuild or upgrade required under Section 3.1, if and when internet access is provided commercially to residences within the Town, then public schools shall be provided one free modem per school with unlimited internet access at no charge to the school. If technically feasible, schools shall be permitted at their own cost to upgrade said modems to multi-user modems if needed for said school.

#### Section 3.7      EMERGENCY AUDIO ALERT

The Licensee shall provide an emergency audio alert system. This system will enable the Issuing Authority or his/her designee to override by means of touchtone telephone all channels permitted by the FCC on the subscriber system with the emergency message. Licensee will comply with any applicable FCC regulations regarding its emergency audio alert system. Licensee will annually test the emergency system and, if requested by the Issuing Authority in writing, report on same to the Issuing Authority. In the event of any conflict between this section and the F.C.C.'s emergency alert regulations, the F.C.C. regulation shall control.

#### Section 3.8      STAND-BY POWER

The Licensee shall maintain stand-by power at the headend facility and any sub-headend facilities serving the Town. Such stand-by power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply. Licensee shall furnish, upon written request, evidence to the Issuing Authority on an annual basis that such stand-by power has been tested annually and is in good repair.

#### Section 3.9 TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the cable system, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall occur

except upon a permit in writing from the Town Tree Warden or other person designated by the Department of Public Works provided that such written permit is a requirement of general applicability and not specific to Licensee or cable television operators. Licensee shall make its best effort to secure the

permission of the property owner prior to reasonable tree trimming.

#### Section 3.10 UNDERGROUND WIRING OF UTILITIES

In areas of the Town having both telephone lines and electric utility lines underground, whether required by ordinance or not, all of Licensee's cable and wires shall be underground. When possible, Licensee shall be able to use the underground conduit maintained by the Town based upon a mutually agreeable arrangement. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program.

#### Section 3.11 PEDESTALS AND VAULTS

In any cases in which vaults or control boxes housing passive or active devices are to be utilized, in the Town public ways or within the Town public lay-out, such equipment may be placed in a low-profile above ground electronic control box, subject to and in accordance with applicable Town laws, at Town approved locations to be determined when Licensee applies for a permit, which shall not be unreasonably denied. All such equipment shall be shown on the construction maps made available for inspection to the Town in accordance with Section 3.3 herein.

#### Section 3.12 PRIVATE PROPERTY

Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town including but not limited to M.G.L. ch.166A, s.22. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense. To the extent M.G.L. ch. 166A, s.22 is applicable to damages to private property, said damages shall be determined in accordance therewith.

#### Section 3.13 RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the surface restored in as good condition as before entry as soon as reasonably possible, subject to approval of the Town's Department of Public Works Commissioners or their designee provided that such approval is a requirement of general applicability and not specific to Licensee or cable television operators. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the

restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the Town.

#### Section 3.14 COOPERATION WITH BUILDING MOVERS

The Licensee shall, upon thirty (30) days request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be in accordance with applicable law.

#### Section 3.15 RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the cable system when required by the Town for good reasons within the Town's general police powers, such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

#### 3.16 TOWN USE OF LICENSEE POLES AND CONDUIT

When possible and based upon a mutually agreeable arrangement, the Town shall be able to use the underground conduit maintained by Licensee and attach to any pole erected by Licensee to be used by the Town for fire, police and other governmental communications purposes where space permits, excluding the commercial use of providing services competing with the service of Licensee or any affiliate. All such placements by the Town shall conform with all applicable rules and regulations, and shall cause no additional expense to Licensee (that is, all costs for such placements by the Town shall not interfere with the routine operation by the Licensee of its Cable Television System.) The Licensee shall notify the Town, upon written request, of any current plans for installation of conduit and cooperate with the Town as to its type and location so as to best enable the Town to use it, again provided there is no additional expense to Licensee or provided the Town agrees to assume any such additional expense. If Licensee removes its installation from conduits where municipal equipment or cable is present, it shall provide notice beforehand to the Town. Licensee shall be held harmless from any resulting damages from its non-negligent removal of its installations.

#### Section 3.17 RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation by or required by Licensee of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

#### Section 3.18 CONSTRUCTION AND MAINTENANCE STANDARDS

- a. All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and public ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.
- b. The Licensee shall construct and operate a cable television system and render service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the cable television system for which this License is granted shall be in conformance with the applicable law including provisions of the National Electrical Code (including Article 820), the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the



Massachusetts Community Antenna Television Commission and the FCC.

- c. Copies of technical performance tests that may be required under FCC rules and regulations shall upon the written request of the Issuing Authority or its designee be provided to the Town. In the event of a pattern of six or more apparently related signal quality complaints arising from a limited geographic area within a 21 day period period, upon written request of the Issuing Authority or Cable Committee Licensee shall designate a supervisory technician to investigate same and report on same in writing to the Issuing Authority with a copy to the Cable Committee.

#### Section 3.19 RIGHT OF INSPECTION

- a. In the event the Issuing Authority has reasonable basis for finding noncompliance or has substantial evidence of noncompliance with any term of this License, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and other applicable law. Any such inspection shall be conducted at reasonable times and upon

reasonable notice to Licensee. Licensee shall have the right to be present at any such inspection. Any such inspection shall not interfere with the Licensee's operations.

b. Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any testing.

#### Section 3.20 SYSTEM INTERCONNECTION

The Licensee shall use best efforts to provide for the interconnection of one access channel on its residential cable system with one access channel on any or all other adjacent systems for video programs of a non-commercial and bona fide regional nature upon the written request of the Town. Such interconnection of systems may be accomplished by any appropriate and technologically and economically feasible method with said technology to be determined by Licensee in its discretion. Upon receiving the request of the Town to interconnect a system or channels, the Licensee shall initiate negotiations with the other affected system(s) in order that

costs be shared for both construction and operation of the interconnection link. The Town shall rescind its request for interconnection if the Licensee has negotiated in good faith and has failed to obtain an approval from the system or systems of the proposed interconnection, or that the cost of the interconnection would cause an unreasonable or unacceptable increase in subscriber rates, or if the system architectures involved are incompatible for purposes of interconnection for any reason. In any event, Licensee shall have no obligation to interconnect an access channel with an access channel in adjacent system if Licensee is 1) providing service in said adjacent system 2) Licensee is facing competition from another provider in said adjacent system and 3) where interconnection may result in the competitor's use of programming originating from Licensee's system.

#### Section 3.21 EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee including authorized fire department or police or similar department, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances

of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of Licensee. In such case, the Town shall as soon as reasonably possible notify Licensee of such cutting of wires.

#### Section 3.22 TECHNICAL CHANGES

In the event Licensee upgrades or rebuilds 50 percent or more of its Massachusetts and Rhode Island systems to 1,000 mhz channel capacity or equivalent capacity through digital compression, then Licensee shall provide same in the Town of Norton cable system if such capacity is technically and economically feasible. If the Issuing Authority demonstrates to Licensee that 50 percent of said systems satisfy the foregoing conditions, the parties shall meet to discuss in good faith whether there is technical and economic feasibility relating to same.

## ARTICLE 4

### RATES AND PROGRAMMING

#### Section 4.1 INITIAL RATES

The initial rates for all programming, installation and equipment which are in effect on the effective date of the License are listed in Schedule 4.1 of this License. These rates are provided for informational purposes only and are subject to change pursuant to applicable law.

#### Section 4.2 ELIGIBLE SENIOR CITIZEN DISCOUNT

Licensee shall offer a five percent (5%) discount on standard service to heads of household, age sixty-five (65) or older and Medicaid or SSI eligible at their permanent residence. In order to qualify for such discount affected seniors must present evidence of such eligibility to Licensee. For purposes of the foregoing, standard service shall be defined as Basic Service and the Cable Programming Service next above Basic Service as those services are defined by the Federal Communications Commission under 47 CFR 76.922.

#### Section 4.3 RATE RE-REGULATION

The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

#### Section 4.4      PROGRAMMING CATEGORIES

Licensee has offered and shall provide the following cable services:

- (1) the broad categories of broadcast stations, satellite services and other cable services set forth in Schedule 4.4 of this License;
- (2) all public, educational and governmental access channels required by Section 5.2 of this License.

#### Section 4.5      PROGRAMMING TIERS

- a. The initial programming and services offered by Licensee are listed in Schedule 4.5, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change pursuant to applicable law at Licensee's discretion.
- b. Although the parties acknowledge that the Town cannot regulate Licensee's programming or program line-up and that Licensee's

programming decisions shall be in Licensee's sole discretion, the parties acknowledge the Town's advisory role relative to cable services provided and Licensee will, upon request of the Issuing Authority, meet with the Issuing Authority to inform the Issuing Authority about programming and to allow the Issuing Authority to provide advisory input relative to same. In no event shall such advisory role require that Licensee delay exercise of its right to implement programming changes.

#### Section 4.6      LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee.

#### Section 4.7      STEREO TV TRANSMISSIONS

Licensee shall transmit broadcast and satellite programming received in stereo in stereo.

#### Section 4.8      CHANNEL LINE-UP

Pursuant to applicable law, Licensee shall notify the subscribers and the Issuing Authority, thirty (30) days in advance, in the event its channel line-up changes including all channel reassignments, **additions or** deletions, insofar as it is within the Licensee's reasonable ability to provide such notice.

If because of reasons beyond Licensee's control, notice cannot be given in accordance with advance notice requirements, then it shall be given not later than thirty (30) days following such changes. In the event the channel line-up is changed during the term of the License, Licensee shall provide each subscriber with an updated channel line-up pursuant to applicable law.

#### Section 4.9 REMOTE CONTROLS AND CONVERTERS

Licensee shall allow subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the converter installed by Licensee and subscribers shall have the right to purchase, from parties other than the Licensee, tuning (not descrambling) converters which are deemed compatible with the Cable System pursuant to applicable law. Further with respect to converters, Licensee shall, with respect to converters already having volume control, activate the volume control of such converters.

#### 4.10 TECHNOLOGICAL CAPABILITY FOR COMMUNITY SPECIFIC PROGRAMMING



Although the parties acknowledge Licensee's right to determine channels and channel line-up in its sole discretion under applicable law, Licensee hereby confirms that the cable system will be technologically capable of carrying community-specific channels.

4.11 BASIC SERVICE NOT SCRAMBLED

Licensee shall maintain the basic service unscrambled, in accordance with applicable law, throughout the term hereof.

Article 5

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS  
FACILITIES AND SUPPORT; NORTON HIGH SCHOOL STUDIO

Section 5.1 PUBLIC, EDUCATIONAL AND GOVERNMENT

ACCESS COMMITTEE; NORTON HIGH SCHOOL STUDIO

(a) There shall be created by the Issuing Authority a Norton Educational and Public Access Cable Television Program ("NEPAC") designated by the Issuing Authority to provide services to public, educational and governmental (PEG) access users. There shall be created by the Issuing Authority a Norton Educational and Public Access Cable Committee ("Access Committee") designated by the Issuing Authority to oversee the development and administration of NEPAC including the following:

1. Plan for, and oversee the development of the Access studio to be located at Norton High School and purchase and/or lease equipment using the funds allocated herein or to otherwise designate a studio development and purchasing agent(s) subject to the oversight of said Access Committee;

2. Schedule, operate and maintain the PEG Access Channels provided in accordance with Section 5.2 below, subject to the

School Department having primary responsibility for the Educational Access Channel provided pursuant to this Article 5;

3. Manage the annual funding, pursuant to subsection 5.3 below;

4. Conduct periodic training programs for residents of Norton, Norton High School students and organizations based in Norton on the skills necessary to produce quality PEG access programming;

5. Using volunteers and staff, provide technical assistance including production and post-production services to Access Users;

6. Establish rules, procedures and guidelines for use of the PEG Access Channels and facilities in subject to and in accordance with the Cable Act sections on access, 47 U.S.C. 531;

7. Engage in such other tasks relating to the operation, scheduling and/or management of PEG Access Channels and facilities and equipment as appropriate and necessary for a combined community and school studio; and

8. Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

(b) NEPAC shall be directed by the Access Committee as aforesaid. In recognition of the Issuing Authority's accountability as licensor of the cable system operator and the Issuing Authority's

jurisdiction over franchise requirements herein, the Committee shall be comprised of five (5) directors including three (3) appointed by the Board of Selectmen, one (1) appointed by the Superintendent of Schools and one (1) appointed by the Licensee. Upon request of the Issuing Authority, Wheaton College shall appoint a designee to act as liaison to the Access Committee for collaborating on possible educational access and distance learning involving Wheaton College and Town of Norton public schools. For purposes of the foregoing, distance learning shall refer to cablecasting between and among Wheaton and Norton public schools.

(c) Consistent with the paramount responsibility of the School Department for use of a High School based studio for combined educational and community access, the principal of the High School shall be deferred to with respect to matters affecting the safety or health of students or affecting the safety or integrity of the school building, subject to said principal's obligation to provide community use of the studio for educational, public and government access in furtherance of the terms hereof. In furtherance of the foregoing, Norton students and teachers shall have priority use of the studio during school hours up to 2:30 p.m. and after 2:40 p.m. studio use shall be shared by public access users and students and teachers on a first-come first serve scheduled basis in accordance

with operating rules adopted jointly by the School Department and Access Committee.

## Section 5.2 PEG ACCESS CHANNELS

(a) As of the execution hereof, Licensee shall continue to make available to the Issuing Authority for PEG access purposes one (1) channel. Prior to completion of the rebuild, but after the studio at the High School becomes operational, Licensee shall make available to the Issuing Authority or its designee a second channel for PEG Access purposes which shall be used to transmit non-commercial PEG programming to subscribers at no cost to the Town.

(b) Upon completion of the rebuild pursuant to Section 3.1(b), the Licensee shall make available to the Issuing Authority or its designee(s) one additional channel for an aggregate total of three (3) channels for PEG Access purposes, including a public access channel, an educational access channel and a municipal access channel, for Norton use only, which shall be used to transmit non-commercial PEG programming to Subscribers at no cost to the Town or the Access Committee and, except as otherwise provided for herein, shall be subject to the control and management of the Issuing Authority or its designee with the School Department having control over the Educational Access channel and the Issuing

Authority having control over the Municipal Access channel as further set forth in Section 5.14 below. Said Access Channels shall be included in the Licensee's Basic Service and shall be used for non-commercial cablecasting in accordance with 47 U.S.C. 531 and the terms hereof.

(c) In order that the Town or its designee(s) can transmit its programming from the studio/facility or remote locations to Norton subscribers on a live basis, the Licensee shall dedicate three (3) upstream channels without charge, for upstream transmissions, provided that such upstream capacity shall be included in the I-Net channel capacity allocated to the Town pursuant to Section 3.5 of this Renewal License.

(d) The Licensee shall not move or otherwise relocate the channel locations of the three (3) PEG Access Channels, once established, without advance written notice to the Issuing Authority.

### Section 5.3 ANNUAL SUPPORT FOR PEG ACCESS

(1) The Licensee shall provide an annual payment to the Issuing Authority or its designee for PEG Access purposes, equal to four (4) percent of the Licensee's Gross Annual Revenues, payable into a restricted grant account (not the general fund), as directed by the Issuing Authority, subject to the terms herein, except that during the first year of this Renewal License the payments shall

be only 2.25% of gross revenues; and during the second year of this Renewal License the payments shall be only 3.0% of gross revenues; and during the third year and each year thereafter the payments shall be 4% of gross revenues. Said annual payments shall be used for, among other things, salary, operating and other PEG-related and I-Net access operations, subject to the I-Net provisions herein, including activities to support access to and use of the cable system.

(2) Said foregoing PEG Access payments shall be payable in accordance with the following payment schedule: for a period of three years from the Effective Date, payments shall be made on a quarterly basis with the first such payment May 15, 1998 for the period from February 1, 1998 until March 30, 1998. Within forty-five (45) days following the close of each successive calendar year quarter until a payment is made on February 15, 2001 for the period from October 1, 2000 through December 31, 2000, Licensee shall make a payment to the Issuing Authority as described above. See Schedule of Payments, Schedule 5.3(b). After said initial three year period, and until February 15, 2007, payments shall be made to the Issuing Authority annually with the first such payment due on February 15, 2002. Each of these payments shall be calculated using Gross Annual Revenues for the preceding calendar year. A final payment shall be made not later than the Renewal

License expiration date for any annual payment accruing from January 1, 2007 through December 23, 2007. For purposes of calculating the final payment, Gross Annual Revenues for January 1, 2007 through December 23, 2007 shall be a pro-rated amount based on Gross Annual Revenues for the preceding year.

(3) The Licensee shall file with each such access payment a statement certified by a financial officer of Licensee or public accountant documenting, in reasonable detail, the total of all Gross Annual Revenues derived by the Licensee during the period access payments were calculated. The financial officer or accountant preparing the above report shall be duly authorized by Licensee to prepare said report.

(4) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Access Committee may have for additional sums including interest payable under this Article 5. The Issuing Authority and/or an independent certified public accountant hired by the Issuing Authority shall have the right to inspect records within twelve (12) months of the receipt of the payment necessary to verify Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If,



after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation.

(5) The annual access payments payable under Section 5.3(1) shall not include the payments due under M.G.L. ch. 166A, s.9, or any other fees or payments required by applicable law, unless the payments due under M.G.L. ch. 166A, s.9 and any other franchise fees subject to the Cable Act cap on franchise fees when added to said four percent payment (or when added to the 2.25 percent first year payment or 3% second year payment as applicable) would result in Licensee paying more than five percent (5%) of its Gross Annual Revenues in franchise fee payments. Licensee, in any event, shall not be liable for annual operating support for PEG and franchise fees in excess of five (5%) of its Gross Annual Revenues.

(6) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due thereon shall accrue from the date due at the Prime Rate plus two percent.

(7) The Licensee shall provide reasonable, periodic, technical advice and consultation to the Town or NEPAC regarding the use of the PEG Access Channels and studio, particularly Cox's equipment (e.g., modulators and demodulators), remote

cablecasting of PEG Access programming and design advice on the PEG Access studio including, if requested, provision of a proposed studio equipment list.

#### Section 5.4 PEG ACCESS FACILITIES FUNDING

(a) The Licensee shall provide a total of Sixty-six Thousand Dollars (\$66,000.00) for facility build-out and access equipment, within sixty (60) days of the execution date hereof.

(b) In the event the the payment required to be made herein is not tendered on or before the date fixed herein, interest due on such required payment shall accrue and be paid to the Issuing Authority or its designee from the date due at the Prime Rate plus two percent.

(c) Pursuant to 47 USC 542, said capital grant payment or other capital support shall not be counted against either the annual PEG Access payment, pursuant to Section 5.3(a) supra, or any License Fee payment required by M.G.L. ch. 166A, s.9.

#### Section 5.5 EQUIPMENT OWNERSHIP

The Town or its designee(s) shall own, for use of the public, the Town, the School Department and other Departments of the Town, all PEG Access equipment purchased with funding

pursuant to Article 5. The Licensee shall have no obligation to maintain any such new PEG Access equipment.

#### Section 5.6 PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels.

#### Section 5.7 ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over the three (3) Downstream Channels, pursuant to Section 5.2 herein, all PEG Access Programming may be transmitted from any location with Origination Capability, as identified in Schedule 3.6 attached hereto on one of the Upstream Channels made available, without charge, to the Town or its designated Access Committee for its use. Said Access Programming shall be retransmitted in the downstream direction on the appropriate Downstream PEG Access Channel.

(b) It shall be the Licensee's sole responsibility to ensure that said Programming is properly switched, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner. The Licensee shall not charge the

Town or its access designee for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming. Licensee shall maintain, repair and replace if needed the modulators provided by Licensee to provide video programming for the access channels throughout the term hereof. Licensee agrees to provide one (1) additional modulator for use of the Town when the new high school studio becomes operational and a second additional modulator upon completion of the rebuild pursuant to Section 3.1(b)

(c) The Licensee shall provide and maintain all necessary switching and/or processing equipment at the headend or hub as needed to switch PEG Upstream Signals to the designated Downstream Access Channel on the residential system

(d) As a condition of use of the public access channel, individual producers may be required to sign customary user forms, and complete any necessary training or certification of competency. Said user forms may include a user or producer acknowledgment that the individual producer or access cablecaster assumes individual responsibility for any program-based liabilities and that the producer or cablecaster understands that neither the Town or its departments, nor the Access Committee or Licensee are responsible for said individual's programming.

#### Section 5.8 PEG ACCESS FRANCHISE COSTS

(a) There shall be no charges to the Town and/or PEG Access Users for use of the PEG Access facilities required herein. Pursuant to applicable state and/or federal laws and/or regulations, the Licensee may externalize, line-item and/or otherwise pass-through certain costs including but not limited to certain costs associated with PEG Access and/ or LO to Subscribers. The Licensee may only do so, including, but not limited to, computation, collection, interest paid on and/or allocation of any such costs, in compliance with said laws and/or regulations.

(b) Upon written request of the Issuing Authority, the Licensee shall provide the Town with appropriate FCC forms in accordance with applicable FCC regulations which may show any such externalized, line-itemed and/or passed-through PEG Access and/or LO costs.

#### Section 5.9 GENERAL PROVISIONS

(a) In accordance with 47 U.S.C. 542(g), access operating funds may be treated as franchise fees for purposes of the federal cap on franchise fees.

(b) Licensee shall make available upon fourteen (14) business days request of the Issuing Authority or its Access Committee, subject to availability, a mobile van which can be used to transport

multiple-camera production equipment for public access use for special events for Norton. When Licensee's van is used for a public access production, Licensee shall have a responsible member of its staff accompany the van for such use. In the event of a scheduling conflict resulting in unavailability of the van within fourteen (14) days, Licensee shall make said van available as soon thereafter as possible if still needed.

(c) Consistent with the current underwriting standards for charitable non-profit, non-commercial television stations, notices of support and underwriting may be included before or after access programming on the access channels.

#### Section 5.10 REPORT OF DISBURSEMENTS

Within forty-five (45) days of the expiration of each year, beginning with the calendar year following the execution date, the Town shall submit to the Licensee a written report showing actual disbursements made of the funds Licensee gives the Town pursuant to this Article 5 for annual support for PEG access or for PEG access facilities funding and a statement explaining the allocation of funds, the access needs, interests and operations of the various entities using the PEG access facilities. If upon review of this report, the Licensee determines that the use of any portion of the funds has not been directly related to PEG

access, the Licensee may in writing request a hearing before the Issuing Authority. After such hearing, the Issuing Authority will respond to the Licensee in writing. If the Issuing Authority agrees with the Licensee, it shall take measures to see that such funds are expended appropriately in the future. If upon receipt of a subsequent report, the Licensee again determines the use of any portion of the funds has not been appropriate, the Licensee may in writing, request another hearing before the Issuing Authority. If the Issuing Authority makes a finding in accordance with the Licensee's determination, it shall direct the Licensee to withhold an amount of PEG support or access facilities funding corresponding to the amount which is the subject of the dispute, until such time as safeguards are in place to assure use of such funds for PEG access support and facilities funding. If following the Licensee's second request for Issuing Authority remedial action, the Issuing Authority disagrees with the Licensee concerning the appropriateness of the use of funds, the matter may be referred to the Massachusetts Cable Television Commission upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

#### Section 5.11 COLLEGE INTERCONNECT

Upon completion of the upgrade of the I-Net, Licensee agrees to provide cable service, I-Net drops and origination points at

the Science Center, Wheaton College Library and the Balfour Hood Media Center at no charge to Wheaton College pursuant to Schedule 3.6. Upon completion of the upgrade of the I-Net, the I-Net will be capable of interconnecting the foregoing Science Center, Wheaton College Library and the Balfour Hood Media Center to the Norton High School Technology Center and other I-Net locations with said Wheaton College interconnection usable for video and data interconnection pursuant to Section 5.1(b). The parties acknowledge that Licensee service to dormitory lounge areas will be pursuant to commercial agreement(s) by and between Licensee and Wheaton College. The parties acknowledge that Licensee service to individual Wheaton College houses on roads adjoining the campus grounds will be determined by said individual houses on a regular subscription basis.

Section 5.12 "GRANDFATHERING"

Any equipment provided to the Town of Norton or its schools and located in Norton pursuant to the terms of the License in effect prior to the effective date of this Renewal License, become the property of the Town upon execution of this Renewal License and Licensee shall be under no further obligation to repair, maintain or replace any such equipment except as required during the transition period pursuant to Section 5.13.



### Section 5.13     TRANSITION

Insomuch as this Renewal License contemplates that the Town of Norton will develop a new location for a Norton access programming facility, the parties acknowledge that a twelve (12) month transition period will be necessary for implementation. To provide a reasonable transition framework for implementation, the parties therefore agree that until such twelve month transition period is over, Licensee shall continue to provide or make available the local programming support and assistance, including coverage of special events and including regional staff, at the same level as is provided as of the period immediately prior to the effective date of this License. Such coverage of special events in Norton shall follow reasonable request of the Issuing Authority. For a twelve month period commencing upon the execution date, Licensee shall maintain and repair but not replace any existing equipment provided to the Town under the prior License, except modulators shall be subject to Section 5.7(b) above. For sixty (60) days following the execution date, Licensee shall provide or loan camera(s) to the Town for its temporary use for Board of Selectmen coverage if one or both of the Town's cameras fail.

### Section 5.14     MUNICIPAL ACCESS CHANNEL

The municipal access channel may be used by municipal departments and agencies to inform subscribers about town government and services as determined by the Issuing Authority. It shall not be used for political advertising. The use of the municipal channel shall be coordinated and managed by the Issuing Authority or its designee. The Issuing Authority may coordinate, or contract with, the Norton Educational and Public Access Programming Committee for assistance in its operation of the government access channel.

#### 5.15           DISCLAIMER

Licensee shall have no obligation under this Renewal License to ensure that the Town creates NEPAC or the Access Committee. Licensee and the Issuing Authority expressly agree that neither intends to create any third party beneficiary(s) to this Renewal License.

## ARTICLE 6

### SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

#### Section 6.1 BUSINESS OFFICE

Licensee shall maintain and operate a customer service location in the Town of Norton for general purposes including receiving inquiries and complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The customer service site shall have a publicly listed toll-free telephone number and shall be open for both telephone and walk-in business from 9:00 AM to 5:00 PM Monday through Friday. Licensee shall establish evening and/or Saturday hours consistent with FCC customer service standards.

#### Section 6.2 TELEPHONE ACCESS

- a. Licensee shall have available trained company personnel to respond to telephone inquiries from 9:00 AM to 5:00 PM Monday through Friday. During normal operating conditions, Licensee shall answer with a customer service representative or capable automated system, within thirty seconds of receipt, an average of 90 percent of its daily incoming calls to its customer service

telephone lines, measured on an average over a quarterly period consistent with FCC standards present or amended.

- b. Licensee shall provide a telephone answering service during other times or an automated response system, including an answering machine.

### Section 6.3      INSTALLATIONS, OUTAGES AND SERVICE CALLS

Licensee agrees to be bound by the customer services obligations adopted by the FCC in 47 C.F.R. 76.309(c), as they may hereafter be amended, a copy of which is attached as Schedule 6.3.

### Section 6.4      INSTALLATION

- a. Licensee shall make a good faith effort to respond to all requests for standard aerial installation within seven (7) business days of such request, or at such other time as is mutually agreed upon by Licensee and said subscriber, consistent with FCC standards present or amended. Standard underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and will make reasonable efforts to install at times convenient to

subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

- b. Licensee shall be responsible for picking up and changing converters at subscriber's request at no additional charge where such converter changeout is initiated by Licensee to provide additional channels that have become available as a result of Licensee's expansion of channel capacity. In order to improve service, Licensee reserves the right to offer subscribers the option of bringing converters in to a Licensee office for drop-off or exchange themselves.

#### Section 6.5 BILLING AND TERMINATION PROCEDURES; MINIMUM

##### SUBSCRIBER INFORMATION

Pursuant to Massachusetts regulations 207 CMR 10.01 et seq., attached hereto and incorporated herein (Schedule 6.5), Licensee will provide all prospective subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable service and Licensee will comply with the billing and termination procedures in said 207 CMR 10.01 et seq, as may be amended. Such sales materials shall clearly disclose the price and other information concerning Licensee's lowest cost basic service. Such information shall include but not be limited to the following:

- a. All service and rates, deposits if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.
- b. Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.
- c. Written information concerning the availability of special equipment such as A/B switches, and lockboxes.
- d. Written information concerning privacy policies, pursuant to state and federal law.
- e. Written information concerning steps to take in the event of loss of service.

Section 6.6 HOME VIDEO COMPATIBILITY; PARENTAL CONTROL DEVICE

- a. To facilitate simultaneous viewing and videocassette recording (VCR) of cable channels, Licensee shall make available to subscribers for sale or lease a two-way splitter which will allow the subscriber to record any channel while watching any unscrambled channel capable of being tuned by such person's television and VCR.
  - b. Upon request, it will provide a "parental control device" or other means to control the reception of channels, or

an adequate switching device ("A/B switch") to allow subscribers to choose between cable and non-cable television reception, provided, however, that Licensee may charge subscribers for this equipment.

#### Section 6.7 VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber.

#### Section 6.8 BILLING DISPUTES

In the event of a bona fide billing dispute, Licensee will resolve each dispute within thirty (30) working days of receiving written notification from the subscriber. The subscriber shall be responsible for timely payment of the portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the subscriber for failure to pay a bona fide disputed bill, or portions thereof, upon notice of said dispute.

#### Section 6.9 PROTECTION OF SUBSCRIBER PRIVACY

Licensee is subject to the federal Cable Act privacy statute, 47 U.S.C. 531, attached hereto and incorporated herein by reference, as it may be amended.

#### Section 6.10 EMPLOYEE IDENTIFICATION

All of Licensee's employees, including repair and sales personnel, entering private property will be required to show an employee photo-identification card.

#### Section 6.11 NON-DISCRIMINATION

Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town (subject to Sections 3.2 and 3.4), sex, affectional preference, disability, age, marital status, or status with regard to public assistance (subject to any senior discount). Licensee shall be subject to all other applicable requirements of Federal and State regulations concerning non-discrimination.

#### Section 6.12 MUNICIPAL ACCESS TO LICENSEE'S SURVEY

##### MATERIAL

Licensee shall not less than once every two years survey Norton subscribers' viewership interests and customer



satisfaction and upon written request of the Issuing Authority share the results of said survey except if Licensee reasonably considers such results proprietary and subject to Section 8.11.

## ARTICLE 7

### LICENSE ADMINISTRATION

#### Section 7.1 REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System.

The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License.

The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee.

#### Section 7.2 INDEMNIFICATION

- a. The Licensee shall indemnify and hold the Town and its agents, harmless at all times during the term of this License from any and all claims alleged to be caused by Licensee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to

the License or exercise of any of its rights under this License. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings. Indemnified expenses shall include without limitation, all out-of-pocket expenses, such as attorney's fees.

- b. In order for the Town to assert its rights to be indemnified, defended, or held harmless, the Town must:
  - 1. Promptly notify Licensee of any claim or legal proceeding which gives rise to such right;
  - 2. The Town shall afford the Licensee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the Town, in its sole discretion, determines that its interests cannot be represented in good faith by the Licensee; and
  - 3. The Town shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (2) above.

### Section 7.3      INSURANCE

At all times during the term of this License, including the time for removal of facilities provided for herein, Licensee

shall obtain, pay all premiums for, and file with the Issuing Authority, written evidence of the following insurance policies:

- a. A general comprehensive liability policy naming the Town, its officers, boards, commissions, agents and employees as co-insureds on all claims on account of injury to or death of a person or persons occasioned by construction, upgrade, maintenance or operation of the Licensee's Cable Television System or alleged to have been so occasioned, with a minimum liability of one million dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and \$2,000,000.00 for such occurrence involving more than one person, with a standard excess coverage or umbrella policy.
- b. A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as co-insureds on all claims for property damage, real or personal, occasioned by the construction, upgrade, maintenance or operation of the Cable Television System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence with a standard excess coverage or umbrella coverage.

Section 7.4      PERFORMANCE BOND; DEFAULT PROVISIONS; LIQUIDATED  
DAMAGES

- a. The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and reasonable approval by the Town in the sum of fifty thousand dollars (\$50,000.00), however, when the system upgrade is complete, the amount of the bond shall be reduced to the sum of twenty thousand dollars (\$20,000.00). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any provision in this License.
- b. The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation or

removal of the Cable Television System, the Town shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

c. In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, return receipt requested, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such

information or documentation as may be necessary to support Licensee's position; or

(2) cure any default (and provide written evidence of same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

d. In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, certified mail, return receipt requested, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of this Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is

in such default, the Issuing Authority may determine to pursue any lawful remedy available to the Town including the assessment of liquidated damages in accordance with Section 7.4(e)-(f).

e. In the event the Issuing Authority finds that a material violation or breach exists and that Licensee has not cured the same in a satisfactory manner, has not diligently commenced correction of such violation or breach or has not diligently proceeded to fully remedy such violation or breach, liquidated damages shall be paid to the Issuing Authority, subject to Section 7.4(c)(d) and (f) below. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, return receipt requested, of the provision or provisions which the Issuing Authority believes are in default; provided however, that such damages shall not be assessed during the period from the time Licensee responds to such notice until Issuing Authority determines that the Licensee is in default.

f. If actual damages for the material breach of any of the provisions of this License are not specified elsewhere in this License, liquidated damage shall be paid by License under the performance bond or pursuant to other legal remedies as follows:

- (1) For failure to complete system upgrades, microwave replacement or I-Net upgrade in accordance with the terms of the



License, unless the delay is due to the occurrence of conditions beyond the Licensee's control, the Licensee shall pay four hundred dollars (\$400) per day for each day, or part thereof, the deficiency continues.

(2) For failure, in the normal course of business, to respond to 90 percent of all service calls received in a monthly period within the time period specified in Section 6.2(a), two hundred dollars (\$200.00) for each percentage point, or fraction thereof, below 90 percent.

(3) For any breach of the terms of the License pertaining to Customer Service, unless otherwise indicated, the Licensee shall pay two hundred dollars (\$200.00) per occurrence, after a pattern of non-compliance has been established.

(4) For any other material breach of the terms of this License, the Licensee shall pay two hundred dollars (\$200) per day, or part thereof, as long as the deficiency continues.

g. Each breach of each provision shall be considered a separate violation for which separate damages are imposed.

## Section 7.5 SERVICE INTERRUPTIONS

In the event that the Licensee's service to any subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such Subscriber a pro rata credit or rebate. In the

instance of individual subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

#### Section 7.6      ADMINISTRATION OF THE CABLE SYSTEM: NORTON CABLE ADVISORY COMMITTEE

At the discretion of the Issuing Authority, the Norton Cable Advisory Committee may be vested by the Town with the authority to create policy, regulate ongoing matters concerning administration of the Cable System within the terms of this License and in accordance with all applicable state and federal law, and hold hearings subject to the Issuing Authority's ultimate authority and approval as set forth in G.L. Chapter 166A and other applicable regulations including this License.

#### Section 7.7      PERFORMANCE EVALUATION SESSIONS

The Issuing Authority shall at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the effective date of this License. The Issuing Authority shall provide Licensee with not less than forty-five (45) days advance written notice of such performance evaluation session. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and

conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable Television System. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and which are not considered proprietary by Licensee. Licensee shall notify its subscribers of all performance evaluation sessions by announcements on the local origination channel, if any, of its Cable System in the evening hours for at least five (5) consecutive days preceding each such session, provided that Licensee shall not be required to pre-empt its regularly scheduled local origination programming to air these announcements.

#### Section 7.8 NON-PERFORMANCE BY THE LICENSEE

- a. The payment of damages for violations under this License shall not be deemed to excuse the violation.
- b. Failure of the Town to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

#### Section 7.9      LICENSE FEE ENTITLEMENT

Subject to applicable law, Licensee shall, on or before March 15<sup>th</sup> of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of subscribers, for purposes of this section, shall be calculated on the last day of each year. In accordance with 47 U.S.C. 542, Licensee shall, if requested in writing by the Issuing Authority, prepay a portion of said license fees, adjusted by the time value of money for prepayments, not to exceed \$5,000.00, payable to the Issuing Authority, as directed in writing by the Issuing Authority, as a cable administration and cable-related grant, as determined by the Issuing Authority, and Licensee may credit said payment against licensee fees due under G.L. ch. 166A, s.9.

#### Section 7.10      SUBSCRIBER AND USER COMPLAINTS

Licensee shall keep a quarterly complaint form as a record of complaints it receives on file in its local business office pursuant to Massachusetts regulations. Should state regulatory requirements for maintenance of complaint records be eliminated,

then the Issuing Authority shall have the right to request Licensee to reasonably maintain records of written complaints which it receives. The Issuing Authority or its designee shall have the right to examine, review and copy said written complaints at its own expense during Licensee's business hours upon reasonable notice subject to applicable privacy requirements.

#### Section 7.11 SUBSCRIBER COMPLAINT REPORT

To the extent required by G.L. c. 166A, Section 10, Licensee shall notify the Issuing Authority, on forms prescribed by the Commission, of complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments. Should the Commission eliminate complaint reporting procedures, Licensee shall, in conjunction with the Issuing Authority, develop an acceptable form of complaint reporting.

#### Section 7.12 INDIVIDUAL COMPLAINT REPORTS

Licensee shall, within ten (10) days after receiving a request therefore, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

#### Section 7.13 INITIAL: PERFORMANCE TESTS

Initial proof of performance testing shall occur within sixty (60) days after the completion of the system upgrade. Within sixty (60) days of an Issuing Authority written request following the High School studio becoming operational in accordance with Article 5 above, Licensee shall also perform a proof of performance test with respect to the signal quality of transmissions from said studio. Should performance in either case prove defective, the defect shall be appropriately corrected and another proof of performance test shall be scheduled in a timely period. The costs of such tests shall be borne solely by Licensee.

#### Section 7.14 SERVICE INTERRUPTION REPORT

Pursuant to applicable law, Licensee shall submit, on a form prescribed by the Commission, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 7.13 above.

#### Section 7.15 FINANCIAL REPORTS

Pursuant to M.G.L. Ch. 166A, s. 8, Licensee shall file annually with the Commission, on forms prescribed by the Commission, a statement of its revenues and expenses for official

use only. In addition, Licensee shall file annually with the Commission and the Issuing Authority on forms prescribed by the Commission, a financial balance sheet and statement of ownership which shall be open to public inspection pursuant to applicable law. Such statements and balance sheets shall be sworn to by the person preparing same pursuant to applicable law. In the event the Commission no longer requires or provides forms for such reporting, the Licensee shall annually provide the financial information requested in a format reasonably approved by the Issuing Authority.

#### Section 7.16 NUMBER OF SUBSCRIBERS

Licensee shall file annually with the Issuing Authority a report containing the number of subscribers on the Cable System. Said report shall be filed with the Financial Reports required pursuant to Section 7.15 above.

#### Section 7.17 LINE EXTENSION REPORT

The Issuing Authority may, upon written request, require Licensee to submit a report detailing the areas in the Town in which the Cable System has been extended during said reporting period, the dates of said extensions and the number of households capable of receiving cable service(s).

#### Section 7.18 NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

#### Section 7.19 REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of G.L. c. 166A, Section 14, or any other rights available to the Licensee pursuant to applicable law.



## ARTICLE 8

### GENERAL PROVISIONS

#### Section 8.1 LICENSE AS CONTRACT UNDER SEAL

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Town of Norton, on the other hand.

#### Section 8.2 ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing executed by the parties.

#### Section 8.3 CAPTIONS

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

#### Section 8.4 SEVERABILITY

If any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

#### Section 8.5      FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or

entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

#### Section 8.6      REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any subscriber but shall, offer to said subscriber and maintain an adequate switching device to allow said subscriber to choose between cable and non-cable television reception.

#### Section 8.7      SUBSCRIBER TELEVISION SETS

To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the course of normal maintenance.

#### Section 8.8      COST OF PUBLICATION

Licensee shall, upon request of the Issuing Authority within 30 days of the execution of this License, print and distribute, a maximum of ten (10) copies of the License.

#### Section 8.9      JURISDICTION

Exclusive jurisdiction and venue over disputes or judgments rendered pursuant to any Article herein shall be in a court of

appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or other competent court or agency in the first instance in Massachusetts.

#### Section 8.10 NOTICE TO CABLE ADVISORY COMMITTEE

Whenever any provision of this license requires the Licensee to notify or report information to the Issuing Authority, Licensee shall also simultaneously notify or report such information to the Norton Cable Advisory Committee.

#### 8.11 PROPRIETARY OR CONFIDENTIAL INFORMATION

If the Licensee believes that any documentation to be provided to the Issuing Authority includes proprietary or confidential information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Attorney regarding Licensee's claim of a proprietary or confidential interest.

#### 8.12 NOTICE:

(a) Unless otherwise stated herein, every notice to be served on the Issuing Authority shall be sent or delivered to the Board of Selectmen, Town of Norton, Norton Town Hall, Norton, Massachusetts 02766 or such other address as the Issuing Authority may specify in writing to Licensee.

(b) Unless otherwise stated herein, every notice to be served on the Licensee shall be sent or delivered to Regional Manager, 9 JP Murphy Highway, West Warwick, RI 02893, with a copy to Cox Communications, Inc., 1400 Lake Hearn Drive, Atlanta, GA 30319, ATTN: Legal Department, or such other address as Licensee may specify in writing to the Issuing Authority.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS \_\_\_\_ DAY OF

\_\_\_\_\_, 199\_.

TOWN OF NORTON

BY THE BOARD OF SELECTMEN:

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Approved as to form:

\_\_\_\_\_

William August, Esq.

Horton & August, P.C.

Special Town Counsel

This License is hereby accepted

by Cox Communications Rhode Island, Inc.

By:

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## **TABLE OF SCHEDULES**

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## SCHEDULE 3.6

Designated Public Buildings For I-Net Drops

## SCHEDULE 4.1

### Initial Rates

## SCHEDULE 4.4

### Broad Programming Categories

Broadcast Stations

Children's Programming

Educational Programming

Financial/Business

Government/Public Affairs

Movie Programming

Music

News/Weather

Public Broadcasting

Religious Programming

Science/Health

Sports Programming

Variety Programming

## SCHEDULE 4.5

Initial Programming Tiers

SCHEDULE 5.3

Schedule of Payments

SCHEDULE 6.3

FCC Customer Service Guidelines

47 C.F.R. 76.309C